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*Held*, that such service does not violate the federal Constitution. *Ward Lumber Co. v. Henderson-White Mfg. Co.*, 59 S. E. 476 (Va.).

For a discussion of the principles involved, see 21 HARV. L. REV. 453.

CONSTITUTIONAL LAW — LOCAL SELF-GOVERNMENT — STATE COMMISSIONER FOR THE ENFORCEMENT OF LIQUOR LAWS. — A statute authorized the appointment of a commissioner who should have power to exercise all the powers of the prosecuting attorneys in their respective counties in the enforcement of the state liquor laws. *Held*, that the functions essentially connected with officers named by the constitution can only be discharged by constitutional officers, and therefore this statute is unconstitutional. *Ex parte Corliss*, 114 N. W. 962 (N. Dak.).

For a discussion of the principles involved, see 15 HARV. L. REV. 848; 13 *ibid.* 441.

CONSTITUTIONAL LAW — POWER OF THE JUDICIARY — FEDERAL COURT ENJOINING STATE ATTORNEY-GENERAL FROM ENFORCING A STATE STATUTE. — The legislature of Minnesota fixed rates for the railroads of the state, and prescribed heavy penalties for each deviation therefrom. The federal circuit court enjoined the state attorney-general from proceeding under these statutes pending the decision of their constitutionality. He disobeyed the injunction, and the circuit court committed him for contempt. Alleging that, because of the Eleventh Amendment, the court was without jurisdiction, he instituted *habeas corpus* proceedings in the Supreme Court. *Held*, that, irrespective of the sufficiency of the rates, the statutes are unconstitutional, and the court has jurisdiction to enjoin the attorney-general from enforcing them. *Ex parte Young*, U. S. Sup. Ct., March 23, 1908. See NOTES, p. 527.

CONTRACTS — CONSTRUCTION — EXCEPTION OF HOLIDAYS FROM TIME ALLOWED BY CHARTER-PARTY FOR LOADING VESSEL. — By the terms of a charter-party the plaintiffs were to load the defendant's vessel "in seven weather working days (Sundays and holidays excepted)." For every day saved the plaintiffs were to be paid despatch money; for every day in excess they were to pay demurrage. They loaded the vessel in seven days, the work being continued through two holidays, and sued for despatch money for the two days saved. *Held*, that the plaintiffs can recover. *Nelson & Sons, Ltd., v. Nelson Line, Liverpool, Ltd.*, 24 T. L. R. 315 (Eng., H. of L., Feb. 6, 1908).

This decision reverses that of the lower court, criticized in 21 HARV. L. REV. 217.

CORPORATIONS — ACQUISITION OF MEMBERSHIP — ASSESSMENTS FOR PRELIMINARY EXPENSES. — The plaintiff, receiver for a corporation, sued the defendant on an assessment. *Held*, that so far as the assessment is to pay expenses of organization the defendant is liable, even if the entire capital has not been subscribed. *Myers v. Sturges*, 123 N. Y. App. Div. 470.

It is undoubted law that in the absence of special provisions a corporation cannot recover the full amount on subscriptions to its stock unless the entire capital has been subscribed. *Peoria and Rock Island Ry. v. Preston*, 35 Ia. 115. In establishing a different rule for assessments to cover the preliminary expenses, the court relied on an earlier case which reached the same result, but in that case special provisions in the charter of the corporation were particularly noticed and seem sufficient to distinguish it from the present case. *Salem Mill Dam Corp. v. Ropes*, 6 Pick. (Mass.) 23; see also *Anvil Mining Co. v. Sherman*, 74 Wis. 226. In principle, the reasons upon which the general rule is based seem equally pertinent here. If a subscriber does not contract to pay the full price until all the stock is taken, it appears unwarranted to assume that he agrees to become liable for the preliminary expenses at an earlier time. The question turns solely on the proper construction of his promise, and he no more contemplates becoming liable for one kind of expenditure than for another.

**CORPORATIONS — NATURE OF THE CORPORATION — CORPORATE ACTION PER SE THROUGH THE MEDIUM OF ADMINISTRATIVE OFFICER.** — A statute provided that chattel mortgages should have annexed an affidavit of consideration made by the holder of the mortgage, his agent, or attorney. The affidavit annexed to a mortgage taken by a corporation recited that the affiant was vice-president of the corporate mortgagee. *Held*, that the affidavit need not contain a recital that the affiant is an agent, because the act of the administrative officer was the act of the corporate mortgagee *per se*. *American Soda Fountain Co. v. Stolzenbach*, 68 Atl. 1078 (N. J., Ct. Er. and App.). See NOTES, p. 535.

**DAMAGES — CONSEQUENTIAL DAMAGES — MENTAL ANGUISH RESULTING FROM EXCLUSION FROM DANCE HALL.** — The plaintiff, attired in the uniform of a non-commissioned officer in the navy, was refused admission to the defendant's dance hall on a ticket bought by him while in civilian dress. *Held*, that the plaintiff may recover only the price of the ticket. *Buenzle v. Newport Amusement Ass'n*, 68 Atl. 721 (R. I.).

A theatre ticket is a revocable license; but if it is wrongfully revoked an action for breach of contract is maintainable. *Burton v. Scherpf*, 1 Allen (Mass.) 133. The ordinary rule limits recovery for breach of contract to those damages within the contemplation of the parties on entering the agreement. *Hadley v. Baxendale*, 9 Exch. 341; see 12 HARV. L. REV. 423. Although pecuniary loss only is contemplated as the result of a breach of most contracts, nevertheless, where it is clear that a breach of contract will result in mental anguish, such anguish is made the basis of further damages. For example, in an action for breach of contract to carry, damages were allowed for humiliation attending ejection from an excursion steamer. *Coppin v. Braithwaite*, 8 Jur. 875. Similarly, damages have been recovered for mental anguish resulting from breach of contract to furnish a trousseau on the agreed day, and to preserve the remains of a plaintiff's child until interment. *Lewis v. Holmes*, 109 La. 1030; *Renihan v. Wright*, 125 Ind. 536. Since humiliation might reasonably have been contemplated as a consequence of refusal to perform the present contract, in the absence of fraud on the plaintiff's part, the court's limitation on the verdict seems insupportable. See 1 HARV. L. REV. 21.

**EXTRADITION — INTERSTATE EXTRADITION UNDER U. S. CONSTITUTION — WHAT CONSTITUTES A FUGITIVE FROM JUSTICE.** — The plaintiff, while in Rhode Island, was indicted for a crime committed in New York. Upon demand Rhode Island delivered him up to the New York authorities. When he was arraigned, the district attorney moved to dismiss the indictment for failure of evidence. The motion was granted, and the plaintiff returned to Rhode Island without objection from the authorities. He was again indicted in New York for this crime, and upon demand the Governor of Rhode Island had him arrested for extradition. He sued out a writ of *habeas corpus*. *Held*, that the plaintiff's discharge from custody be refused. *Bassing v. Cady*, 208 U. S. 386.

This is the first time this point has arisen. The Supreme Court refused to limit further the class of persons falling within the interstate extradition provisions in the United States Constitution and statutes. See 12 HARV. L. REV. 532; 21 *ibid.* 224.

**ILLEGAL CONTRACTS — CONTRACTS COLLATERALLY RELATED TO SOMETHING ILLEGAL — CONTRACT OBTAINED BY BRIBERY OF AN AGENT.** — A statute made it a crime to give an agent a bonus to influence his conduct in his employment. The plaintiff gave such a bonus to the defendant's agent, inducing the agent to give him a contract for the sale of goods to the defendant. Having fully performed, the plaintiff brought suit for the purchase price. *Held*, that he cannot recover. *Sirkin v. Fourteenth Street Store*, 38 N. Y. L. J. 2193 (N. Y. App. Div., Feb., 1908).

The agreement between the agent and the plaintiff would be illegal even in the absence of a statute. *Holcomb v. Weaver*, 136 Mass. 265. But the contract sued on is an independent contract with a different party. Though the means of procuring it are criminal, neither the consideration nor the purpose of the new